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Allis AR Reply Affidavit – Attachment B

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H. Edward Skinner
Senior Counsel

Southwestern Bell | SBC global network

August 14, 2001

Ms. Diana Wilson
Secretary of the Commission
Arkansas Public Service Commission
1000 Center Street
Little Rock, AR 72201

Re: APSC Docket No. 00-211-U

Dear Ms. Wilson:

Southwestern Bell Telephone Company herewith files the original and thirteen (13) copies of a revised Attachment 6 – UNE Pricing (Appendix Pricing – UNE (A2A)) dated August 31, 2001. The enclosed revised Attachment 6 – UNE Pricing consists of seven (7) pages. However, the only revision is in paragraph 1.5.1 where UNE zones are defined. The change moves Rate Group 3, as defined in SWBT's Local Exchange Tariff, from UNE Zone 2 (suburban) to UNE Zone 3 (urban). A redline version is also being provided. The revision shifts eleven (11) additional SWBT's exchanges into the urban zone with lower UNE rates.

Southwestern Bell requests Commission approval to implement this revision to be effective as of August 31. The revision will apply to all A2A-based interconnection agreements, including those already effective (filed by CLECs with this Commission). Additionally, if this revision is approved for the A2A, Southwestern Bell will implement the same revision for all CLEC interconnection agreements in Arkansas.

I request that you bring Southwestern Bell's filing to the Commission's attention. Copies of the revised Attachment 6 – UNE Pricing are being served on all parties of record.

If you have any questions regarding Southwestern Bell's filing, please contact Lisa Lake at (501) 373-5903.

Sincerely,

H. Edward Skinner
Senior Counsel

cc: With enclosures to all parties of record

APPENDIX PRICING - UNE

1.0 Application of Prices

1.1 CLEC agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis or in combinations of elements at prices as contained in this Appendix.

1.2 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with section 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.

1.3 The attached Schedule of Prices sets forth the prices that SWBT will charge CLEC for unbundled Network Elements and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).

1.4 Except for requests that are expressly made subject to the Special Request process described in Section 2.22 of Attachment 6 ("Special Request Elements"), CLEC may order, and SWBT will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with unbundled Network Elements and other items, if any, offered by SWBT pursuant to this Attachment. This paragraph does not limit or expand the use of the Special Request Process.

1.5 This Section Intentionally Left Blank

1.5.1 Zone 1 (rural) includes Rate Group 1 as defined in SWBT's Local Exchange Tariff. Zone 2 (suburban) includes Rate Group 2 as defined in SWBT's Local Exchange Tariff. Zone 3 (urban) includes Rate Groups 3 and 4 as defined in SWBT's Local Exchange Tariff.

2.0 Recurring Charges

2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing-UNE.

2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.

2.3 Where rates will be based on minutes of use, usage will be accumulated at the end office and are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network failures) and ending when the facilities are released. SWBT is currently unable to

measure busy/don't answer (by/da), but SWBT intends to develop such capability. SWBT will provide CLEC not less than 30 days notice when SWBT begins to measure by/da. No related true up will occur.

2.4 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole before determining the mileage and applying rates.

3.0 Non-Recurring Charges

3.1 Non-recurring charges for unbundled Network Elements are included on Appendix Pricing UNE - Schedule of Prices.

3.2 If CLEC provides its own testing for unbundled Network Elements and its testing produces incorrect information which results in SWBT dispatching a repair crew unnecessarily, then CLEC will pay SWBT the cost of the unnecessary trip.

3.3 SWBT offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element". In addition to the charges for the service order types listed below, CLEC will pay, where appropriate, a "Central Office Access Charge " contained in Appendix Pricing UNE - Schedule of Prices in accordance with Section 14.2 of Attachment 6: UNE.

3.3.1 The charges described in this paragraph are separate and distinct from the charges described immediately above. When an existing CLEC UNE customer changes the Presubscribed Interexchange Carrier (PIC), a single charge of $2.58 will apply. For additional PIC changes on that same order, a charge of $0.05 for each additional PIC change will apply.

3.4 Simple and Complex Service Orders

3.4.1. Appendix Pricing UNE - Schedule of Prices lists a "Simple" and "Complex" price for each service Order type. Those prices will be applied in accordance with the definitions of Simple and Complex Service Orders set forth below.

3.4.2 Simple and complex Service Orders: If either Southwestern Bell or a CLEC on an electronic flow-through basis can handle an order, the order is simple. All other orders are complex.

4.0 Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges

4.1 If CLEC requests or approves a SWBT technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SWBT is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

4.2 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in SWBT's equipment and/or facilities, CLEC will issue a trouble report to SWBT.

4.3 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.

4.5 If CLEC issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SWBT personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.

4.6 Time and Materials and/or Maintenance of Service and/or NonProductive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. which is SWBT's normally scheduled work day. SWBT's normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SWBT's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive

with SWBT's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SWBT employee is necessary.

4.7 SWBT will bill CLEC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.

4.8 SWBT will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SWBT's internal management of those costs.

4.9 Charges for services contained in this section are listed in Appendix Pricing UNE - Schedule of Prices labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

5.0 Application of Usage Sensitive Charges To Particular Call Flows

5.1 This Section Intentionally Left Blank

5.1.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate local calls. ULS-T represents the use of the unbundled Local Switching element to terminate local calls.

5.2 **Rate Structure for ULS**

5.2.1 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

5.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a SWBT end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.

5.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

5.2.1.3 SWBT will not bill ULS-T for Intra switch calls.

5.2.2 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

5.2.2.1 Local Calls

5.2.2.1.1 General Principles

5.2.2.1.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SWBT's common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing UNE - Schedule of Prices. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing UNE - Schedule of Prices.

5.2.2.1.1.1.1 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SWBT will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing UNE - Schedule of Prices labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.

5.2.2.1.1.2 When a call terminates to an CLEC UL S Port, CLEC will pay ULS-T charges.

5.2.2.1.2 Illustrative Call Flows

The following call flows provide examples of application of usage sensitive UNE charges and compensation as set out in Attachment 12: Compensation.

5.2.2.1.2.1 CLEC (UNE) Originating and SWBT Terminating:

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling
Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.2 SWBT Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS – T

SWBT pays:
Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.3 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.4 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling
ULS - T

5.2.2.1.2.5 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - T

5.2.2.1.2.6 CLEC (Resale services) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS – T

5.2.2.1.2.7 CLEC (UNE) Originating and CLEC (Resale services) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.8 CLEC (UNE) Originating to CLEC (Facilities Based Network (FBN)) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.9 CLEC (FBN) Originating to CLEC (UNE) Terminating

CLEC Pays:
ULS - T

5.2.2.2 IntraLATA and InterLATA Toll Calls [N]

5.2.2.2.1 General Principles

5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, CLEC will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by a CLEC ULS Port.

5.2.2.2.1.2 After the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the end user intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the end user interLATA PIC choice.

5.2.2.2.1.2.1 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using SWBT unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using SWBT unbundled local switching.

5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using SWBT unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

5.2.2.2.1.3 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and SWBT will not charge terminating access to CLEC or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.

5.2.2.3 Toll Free Calls

When CLEC uses ULS Ports to initiate an 800-type call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply. This will be subject to SWBT's ability to provide access recording data to CLEC as referenced in Attachment 6, Section 5.1.1 and Attachment 10, Section 4.4. Thereafter, when SWBT is able to measure originating 800 traffic, and when CLEC uses ULS Ports to initiate an 800-type call, CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

APPENDIX PRICING - UNE

1.0 Application of Prices

1.1 CLEC agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis or in combinations of elements at prices as contained in this Appendix.

1.2 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with section 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.

1.3 The attached Schedule of Prices sets forth the prices that SWBT will charge CLEC for unbundled Network Elements and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).

1.4 Except for requests that are expressly made subject to the Special Request process described in Section 2.22 of Attachment 6 ("Special Request Elements"), CLEC may order, and SWBT will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with unbundled Network Elements and other items, if any, offered by SWBT pursuant to this Attachment. This paragraph does not limit or expand the use of the Special Request Process.

1.5 This Section Intentionally Left Blank

1.5.1 Zone 1 (rural) includes Rate Group 1 as defined in SWBT's Local Exchange Tariff. Zone 2 (suburban) includes Rate Groups ~~2 and 3~~ as defined in SWBT's Local Exchange Tariff. Zone 3 (urban) includes Rate Groups 3 and 4 as defined in SWBT's Local Exchange Tariff.

2.0 Recurring Charges

2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing-UNE.

2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.

2.3 Where rates will be based on minutes of use, usage will be accumulated at the end office and are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network

failures) and ending when the facilities are released. SWBT is currently unable to measure busy/don't answer (by/da), but SWBT intends to develop such capability. SWBT will provide CLEC not less than 30 days notice when SWBT begins to measure by/da. No related true up will occur.

2.4 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole before determining the mileage and applying rates.

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3.1 Non-recurring charges for unbundled Network Elements are included on Appendix Pricing UNE - Schedule of Prices.

3.2 If CLEC provides its own testing for unbundled Network Elements and its testing produces incorrect information which results in SWBT dispatching a repair crew unnecessarily, then CLEC will pay SWBT the cost of the unnecessary trip.

3.3 SWBT offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element". In addition to the charges for the service order types listed below, CLEC will pay, where appropriate, a "Central Office Access Charge " contained in Appendix Pricing UNE - Schedule of Prices in accordance with Section 14.2 of Attachment 6: UNE.

3.3.1 The charges described in this paragraph are separate and distinct from the charges described immediately above. When an existing CLEC UNE customer changes the Presubscribed Interexchange Carrier (PIC), a single charge of $2.58 will apply. For additional PIC changes on that same order, a charge of $0.05 for each additional PIC change will apply.

3.4 Simple and Complex Service Orders

3.4.1. Appendix Pricing UNE - Schedule of Prices lists a "Simple" and "Complex" price for each service Order type. Those prices will be applied in accordance with the definitions of Simple and Complex Service Orders set forth below.

3.4.2 Simple and complex Service Orders: If either Southwestern Bell or a CLEC on an electronic flow-through basis can handle an order, the order is simple. All other orders are complex.

4.0 Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges

4.1 If CLEC requests or approves a SWBT technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SWBT is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

4.2 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in SWBT's equipment and/or facilities, CLEC will issue a trouble report to SWBT.

4.3 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SWBT dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.

4.5 If CLEC issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SWBT personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.

4.6 Time and Materials and/or Maintenance of Service and/or NonProductive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. which is SWBT's normally scheduled work day. SWBT's normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SWBT's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive

with SWBT's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SWBT employee is necessary.

4.7 SWBT will bill CLEC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.

4.8 SWBT will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SWBT's internal management of those costs.

4.9 Charges for services contained in this section are listed in Appendix Pricing UNE - Schedule of Prices labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

5.0 Application of Usage Sensitive Charges To Particular Call Flows

5.1 This Section Intentionally Left Blank

5.1.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate local calls. ULS-T represents the use of the unbundled Local Switching element to terminate local calls.

5.2 Rate Structure for ULS

5.2.1 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

5.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a SWBT end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.

5.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

5.2.1.3 SWBT will not bill ULS-T for Intra switch calls.

5.2.2 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

5.2.2.1 Local Calls

5.2.2.1.1 General Principles

5.2.2.1.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SWBT's common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing UNE - Schedule of Prices. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing UNE - Schedule of Prices.

5.2.2.1.1.1.1 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SWBT will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing UNE - Schedule of Prices labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.

5.2.2.1.1.2 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

5.2.2.1.2 Illustrative Call Flows

The following call flows provide examples of application of usage sensitive UNE charges and compensation as set out in Attachment 12: Compensation.

5.2.2.1.2.1 CLEC (UNE) Originating and SWBT Terminating:

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling
Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.2 SWBT Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS – T

SWBT pays:
Applicable End Office Switching (aka Terminating Compensation)

5.2.2.1.2.3 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.4 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling
ULS - T

5.2.2.1.2.5 CLEC (UNE) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS - T

5.2.2.1.2.6 CLEC (Resale services) Originating and CLEC (UNE) Terminating

CLEC Pays:
ULS – T

5.2.2.1.2.7 CLEC (UNE) Originating and CLEC (Resale services) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.8 CLEC (UNE) Originating to CLEC (Facilities Based Network (FBN)) Terminating

CLEC Pays:
ULS - O
Applicable Common Transport and Tandem Switching
SS7 Signaling

5.2.2.1.2.9 CLEC (FBN) Originating to CLEC (UNE) Terminating

CLEC Pays:
ULS - T

5.2.2.2 IntraLATA and InterLATA Toll Calls [N]

5.2.2.2.1 General Principles

5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, CLEC will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by a CLEC ULS Port.

5.2.2.2.1.2 After the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the end user intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the end user interLATA PIC choice.

5.2.2.2.1.2.1 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using SWBT unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using SWBT unbundled local switching.

5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using SWBT unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

5.2.2.2.1.3 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and SWBT will not charge terminating access to CLEC or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.

5.2.2.3 Toll Free Calls

When CLEC uses ULS Ports to initiate an 800-type call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply. This will be subject to SWBT's ability to provide access recording data to CLEC as referenced in Attachment 6, Section 5.1.1 and Attachment 10, Section 4.4. Thereafter, when SWBT is able to measure originating 800 traffic, and when CLEC uses ULS Ports to initiate an 800-type call, CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of	)	
	)	
Joint Application by SBC Communications	)	
Inc., Southwestern Bell Telephone Company,	)	
and Southwestern Bell Communications	)	CC Docket No. 01-194
Services, Inc. d/b/a Southwestern Bell Long	)	
Distance for Provision of In-Region,	)	
InterLATA Services in Arkansas and Missouri	)	

REPLY AFFIDAVIT OF CHRISTOPHER J. BOYER

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I, Christopher J. Boyer, of lawful age, being duly sworn, depose and state:

I. INTRODUCTION

1. My name is Christopher J. Boyer. I am General Manager – Network Regulatory Policy and Planning – Broadband for SBC Management Services L.P.
2. My current responsibilities include representing SBC companies before regulatory organizations regarding the planning, engineering, and operations of SBC's Incumbent Local Exchange Company ("ILEC") networks, including those of Southwestern Bell Telephone Company ("SWBT"). In particular, my current responsibilities include such representation for Project Pronto.
3. I have a Bachelor of Science - Business Administration degree from the University of Kansas in Lawrence, Kansas, and a Master's of Business Administration degree in Finance from the University of Houston in Houston, TX. I have completed internal company training related to telecommunications networks and special services provisioning, maintenance, and repair.
4. From 1993 through 1998 I held various positions responsible for special services circuit provisioning and maintenance within SWBT. In late 1998 I assumed product management responsibility for SWBT's potential Data Networks offerings to Competitive Local Exchange Carriers ("CLECs"). As part of this function, between November 1999 and December 2000, I was responsible for SBC wholesale product management related to Project Pronto. During this time period, I was responsible for the development of SBC's Broadband Service offering . Additionally, I hosted CLEC

collaborative sessions and participated in a Broadband Service trial for the purpose of discussing regulatory, network/technical, and product specific issues associated with the SBC ILECs' Broadband Service product and the Project Pronto network architecture. I assumed my current responsibilities in December, 2000.

5. The purpose of my affidavit is to address specific technical issues regarding the Project Pronto architecture that are relevant to comments raised by AT&T witness Mr. Scott L. Finney. My affidavit provides technical details supporting the Reply Affidavit of Ms. Carol A. Chapman. Specifically, my affidavit explains:

   - The Project Pronto network architecture and associated Broadband Service contain packet switching as an essential element.
   - It is technically infeasible to access a fiber-fed loop (line shared or otherwise) provisioned over the Project Pronto network architecture and utilize such loop in conjunction with a central office based Digital Subscriber Line Access Multiplexer ("DSLAM").

II. PROJECT PRONTO NETWORK ARCHITECTURE CONTAINS PACKET SWITCHING

6. Despite Mr. Finney's argument that Project Pronto should not be considered to include "packet switching" and thereby should not be governed by the rules for unbundling packet switching (*see*, e.g., *Joint Application by SBC Communications Inc., Southwestern Bell Telephone Company, Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in the Arkansas and Missouri*, Comments of AT&T Corp., Affidavit of Scott L. Finney ¶ 40, CC Docket No. 01-194 (FCC Filed Sept. 10, 2001)

("*Finney Affidavit*")), the xDSL capable portion of the Project Pronto network architecture does in fact contain packet switching. In fact, packet switching is an essential element of that network architecture.

7. In its *Project Pronto Order*, the Federal Communications Commission ("Commission") found that the Project Pronto ADSL Digital Line Unit ("ADLU") (the NGDLC line card utilized with the Project Pronto equipment) and the Next Generation Loop Carrier ("NGDLC") system itself performs a function equivalent to a DSLAM[1], and that the Project Pronto Optical Concentration Device ("OCD") used in that system is a type of Asynchronous Transfer Mode ("ATM") packet switch.[2] Further, the Commission found in its *UNE Remand Order* that a DSLAM is packet switching equipment.[3] Therefore, consistent with previous Commission rulings, this network architecture indisputably consists of packet switching.

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[1] *See Application of Ameritech Corp., Transferor, and SBC Communications Inc., Transferee, For Consent to Transfer Control*, Second Memorandum Opinion and Order, 15 FCC Rcd 17,521, 17,528-29, ¶ 14 (2000) ("We conclude that plug-in cards containing advanced services capability should be classified as Advanced Services Equipment for the purposes of the *Merger Conditions*. The plug-in ADLU Card is used to provide advanced services to consumers. As SBC itself notes, the ADLU Card plugged into an NGDLC system provides functionality similar to a DSLAM, although the plug-in card also contains voice capabilities and the spectrum splitter functionality....We conclude that plug-in cards provide carriers with DSLAM functionality, so that the plug-in cards become 'functionally equivalent' to a DSLAM.")(footnotes omitted) ("*Project Pronto Order*").

[2] *See Project Pronto Order*, 15 FCC Rcd 17,521, 17,531 ¶ 18 ("We likewise find that the OCD described by SBC should be classified as Advanced Services Equipment under the *Merger Conditions*. As SBC itself notes, the OCD is an Asynchronous Transfer Mode (ATM) switch that performs a critical routing function in providing advanced services to consumers served by the ADLU Card contained in NGDLC systems. The specific type of OCD that SBC plans to use is described by the manufacturer as an 'ATM switch.' As such, the OCD falls squarely within the definition in the *Merger Conditions*. Specifically, the *Merger Conditions* state that 'packet switches . . . such as ATMs . . . used to provide [a]dvanced [s]ervices are Advanced Services Equipment.")(footnotes omitted).

[3] *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order and Fourth Notice of Proposed Rulemaking, 15 FCC Rcd 3696, 3777,

8. There is no question from a technical perspective that this architecture contains packet switching as defined by the Commission. The Commission has defined "packet switching" as "the function of routing individual data units, or 'packets,' based on address or other routing information contained in the packets."[4] With the Project Pronto network architecture, the data traffic is packetized within the NGDLC equipment deployed at each remote terminal ("RT") site. From this point forward, each individual end user's data traffic is transmitted in packets that contain addressing and routing information to direct the packets to their destination. In the serving wire center, the OCD device is used to read and route these packets to the appropriate CLEC provider of the end user DSL service. Therefore, this is clearly packet switching consistent with the Commission definition as noted above. Furthermore, the very fact that the OCD itself is an ATM switch makes the OCD packet switching equipment.

III. THERE IS NO PRACTICAL MEANS TO ACCESS A SINGLE DSL CAPABLE LOOP AND/OR LINE SHARED LOOP PROVISIONED OVER DLC EQUIPMENT

9. Mr. Finney claims that the CLEC should be provided an xDSL-capable unbundled loop and/or high frequency portion of the loop unbundled network element (HFPL UNE) from the end user customer premises to the central office where there is fiber in the loop The fundamental problem with this claim is that there is no practical means

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¶¶ 175, 302-304 (1999) ("we find that the DSLAM is a component of the packet switch network element.") ("*UNE Remand Order*").

[4] *UNE Remand Order* ¶ 304.

to take a single loop and provide CLECs access to such loop for use in conjunction with their DSLAM to provide a DSL service.

10. There are two essential reasons for this. First, until recently, traditional forms of Digital Loop Carrier ("DLC")[5] did not support DSL service due to the limitations of the equipment. In instances where traditional DLC is deployed, the only manner to provision DSL to an end user has been to migrate the end user loop from the DLC system to an all copper feeder loop for use with a CLEC DSLAM.[6] Thus, at the present time, with traditional DLC the only manner to provide DSL was to move the loop from a fiber feeder to copper. This is inconsistent with Mr. Finney's claims that a separate HFPL loop could be provided over a fiber-fed DLC architecture for use with a DSL service.

11. NGDLC has changed this paradigm. The primary difference between NGDLC and traditional DLC is that NGDLC supports a time slot interchange functionality for use with the provision of POTS service and supports the provision of xDSL service.[7]

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[5] Examples of traditional DLC include the following: Lucent Series 5 SLC or SLC-96, Marconi DISCS*, Pre-release 10.0 versions of Alcatel Litespan 2000. The predominant Project Pronto NGDLC is an upgraded version (release 10.0 or higher) of the Alcatel Litespan 2000 system. Thus, the Litespan 2000 can be considered both traditional and next generation DLC depending upon the software release deployed at a given RT site.

[6] Some vendors are working on enhancements to existing traditional forms of DLC that may make them DSL capable in the future. However, to date, most of these potential offerings remain in the developmental stages and are not deployed in SWBT's network. An example of this development is Catena Networks who is working on a new feature enhancement to existing SLC Series 5 DLC systems to make them ADSL capable.

[7] NGDLC is typically defined within the industry as being DLC that provides a time slot interchange ("TSI") functionality for POTS traffic and/or provides a DSL capability. Not all forms of NGDLC under this definition provide a DSL capability, however, the NGDLC being used by SWBT with its Project Pronto deployment is predominantly the Alcatel Litespan 2000 system and in some instances the AFC UMC 1000, both of which provide the TSI and DSL capability.

12. The NGDLC deployed in conjunction with Project Pronto performs, as a whole, a functionality similar to a DSLAM. Within the NGDLC system, the data traffic from the end user customer premises is packetized into an ATM outbound signal back to the central office. Therefore, the only means of access to this traffic inbound from the RT is some form of packet switch and/or routing device. With SWBT's Project Pronto network architecture, the OCD provides this functionality.

13. The OCD is, at a high level, a router/aggregator that takes the incoming data packets from each RT site outside of a central office and aggregates them to a single, leased port on the OCD that can be extended to a CLEC collocation arrangement to provide CLEC access. In a typical Pronto configuration, there will be 16-24 RTs, each with inbound packets to the OCD. Therefore, from one port on the OCD, a CLEC can conceivably access 16-24 RTs worth of customers. Today, the SWBT Broadband Service provides CLECs either an OC-3 or DS3 port on the OCD in order to access their traffic.

14. Thus, the second reason as to why Mr. Finney's claim that the ILEC must provide an HFPL UNE for use with a CLEC DSLAM is incorrect is that there is no practical means of providing CLEC access to one individual line in a like manner to the access provided by a Main Distribution Frame. A DS3 OCD port has the potential to serve more than 1,000 virtual circuits (each correlating in many instances to one customer line) and an OC3 port potentially more than 4,000 virtual circuits[8]. In most practical

[8] The achieveable number of private virtual circuits ("PVCs") that can be established over a given OCD port is dependant upon the service offered. The 1,000 and 4,000 figures listed above are the potential volumes that could be provisioned assuming a CLEC is offering a standard 1.544 Mpbs downstream and 384 Kbps upstream ADSL service as a result of testing in SBC's

situations, such higher-level facilities would not be used for the delivery of one virtual circuit (or one end user customer line) to a CLEC collocation arrangement.[9]

15. This concludes my affidavit.

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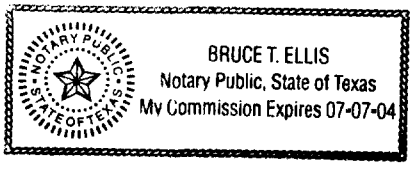
labs. In theory, dependant upon what services a CLEC may wish to offer, the exact figures will be variable.

[9] It is technically possible to place one end user line over a DS3 or even a DS1 OCD port in some instances and extend such a facility to a CLEC collocation arrangement. However, given the fact that a DS1 and/or DS3 is not typically used to provision one end user service, but multiple services, it would seem very impractical to use a full DS1 to provide a basic ADSL service to one end user.

I state under penalty of perjury that the foregoing is true and correct.
Executed on October 2, 2001.

Christopher J. Boyer

STATE OF TEXAS
COUNTY OF DALLAS



Subscribed and sworn to before me on this 2nd day of October 2001.

Notary Public